

**DECLARATION OF COVENANTS
CONDITIONS, RESTRICTIONS AND RESERVATIONS**

RUSSELL ACRES SUBDIVISION
Logan, Iowa

THIS DECLARATION, made this ____ day of _____, 2020, by Nathaniel Alvis and Angela Alvis (“Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II hereof; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of certain public and private areas, amenities, and open spaces and to this end desires to subject the real property described in Article II, Section 1 hereof to the easements, restrictions, covenants, conditions, reservations, charges and liens set forth in this Declaration, each and all of which is and are for the benefit of the property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the power of maintaining the certain public and private areas, amenities and open spaces, administering and enforcing the covenants and disbursing the assessments and charges created by the Declaration; and

NOW, THEREFORE, Declarant declares that the real property described in Article II, Section 1 hereof is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as “covenants and restrictions”), herein established which covenants and restrictions shall run with the real property and be binding on all parties having any right, title or interest in the hereinafter described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

a) The Declarant: The Declarant is Nathaniel and Angela Alvis as well as their successors and assigns. Notwithstanding the foregoing, no individual or entity acquiring a Lot from the Declarant shall become the Declarant solely by such acquisition, but only as a result of a specific assignment of Declarant rights, which assignment shall not be effective unless incorporated in the instrument of conveyance.

b) Living Unit: A residential housing unit consisting of a group of rooms, and hallways and attached garage which are designed and intended for use as living quarters for one family and located on a lot as permitted by the applicable zoning. Trailer homes, manufactured homes and / or modular homes are not considered living units.

c) Lot: Any Lot contained on a recorded plat of Russell Acres Subdivision, including any Lot resulting from the platting of any additional property and made subject to this Declaration pursuant to Article II hereof.

ARTICLE II EXISTING PROPERTY

1. The real estate subject to this Declaration is located in Harrison, County, Iowa, and is described as:

Russell Acres, a subdivision of part of Government Lot 1 of the NE¹/₄ and part of Government Lot 2 of the NW¹/₄, all in Fractional Section 6, Township 78 North, Range 43 West of the 5th P.M., Harrison County, Iowa, more particularly described as follows: Beginning at the Northwest Corner of the Northeast Quarter of said Fractional Section 6, also being the Northwest Corner of said Government Lot 1; thence South 89°38'11" East (Assumed Bearing) along a portion of the North line of said Government Lot 1 of the Northeast Quarter a distance of 634.95 feet to the Northwest Corner of Parcel A of said Government Lot 1 as described on a survey of record in Book 2003 on Page 3976 at the Harrison County Recorder's Office; thence South 01°32'11" West along the West line of said Parcel A a distance of 350.95 feet to the Southwest Corner of said Parcel A; thence South 89°39'40" East along the South line of said Parcel A a distance of 322.00 feet to the Southeast Corner of said Parcel A, said Corner being on the Westerly right-of-way line of U.S. Highway No. 30; thence South 27°15'00" West along said Westerly right-of-way line a distance of 417.96 feet to the Southeasterly Corner of a tract of land retraced by PLS #9496 on a survey of record in Book 2014 on Page 2006 at the Harrison County Recorder's Office; thence along the South line of said tract of land the following six (6) courses: 1) thence North 88°09'28" West a distance of 298.82 feet; 2) thence North 70°24'39" West a distance of 159.75 feet; 3) thence North 75°28'55" West a distance of 126.70 feet; 4) thence South 89°36'54" West a distance of 52.97 feet; 5) thence North 00°35'23" East a distance of 110.50 feet; 6) thence North 89°22'01" West a distance of 191.35 feet to the Southwest Corner of said tract of land, said Corner being on the East line of Country Club Estates Subdivision; thence North 00°17'29" West along said East line a distance of 521.54 feet to the North line of said Government Lot 2 of the Northwest Quarter; thence South 89°38'19" East along said North line a distance of 61.51 feet to the point of beginning. Said tract contains 12.008 acres, more or less, including 0.527 acres of county road right-of-way along the North side thereof, and is subject to any and all easements apparent or of record,

all of which property shall hereinafter be referred to as "Existing Property".

**ARTICLE III
ARCHITECTURAL CONTROL**

1. Architectural Control Committee. So long as the Declarant, or Declarant's successor and or assign, shall be the fee owner of at least one (1) Lot platted as part of Russell Acres Subdivision, the Declarant shall serve as the standing Architectural Control Committee (ACC), until and unless, or prior thereto, Declarant appoints a standing three (3) member ACC who are owners of Lots in Russell Acres Subdivision. Such appointed ACC members shall serve staggered terms so that only one member is up for re-election a year. The Declarant, if an ACC is established, shall initially appoint the first ACC member to a three-year term; the second to a two-year term; and the third to a one-year term. The following year an election will be held amongst the Lot owners to determine who will serve. Ownership of one Lot equates to one vote regardless if the property is held solely, jointly, or otherwise. A simple majority vote shall control.
2. Duties of Architectural Control Committee. The duties shall include, but not be limited to:
 - a. Review, comment and written approval, or disapproval of new house and garage construction and landscaping:
 - b. Review, comment and written approval, or disapproval, of additions or exterior revisions to existing structures.

**ARTICLE IV
RESTRICTIONS AND RESERVATIONS**

The undersigned owners of the Existing Property do hereby adopt and impose the following protective covenants, restrictions, and all reservations upon the real estate for themselves and their successors, grantees, and assignees, to-wit:

1. No lot shall be used except for residential purposes. No lot may be subdivided without written permission from the Declarant after it has been transferred by the Declarant. Only one lot may be utilized as a single building plot. However, with the prior approval of the Declarant, an individual may acquire no more than two lots upon which may be built a single family residential unit.
2. No living unit, outbuildings, detached garage, shed, tent, trailer or fencing of any kind shall be erected, or placed without approval of the Declarant.
3. No structures shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one half (2 ½) stories in height and an attached private garage containing not less than two (2) stalls. A Lot may be allowed one outbuilding, if so approved by Declarant, but said structure shall be no greater than thirty feet wide, fifty feet long and twelve foot sidewalls. In addition, a Lot may be allowed a storage shed, if so approved by the Declarant, but shall be no greater than ten foot wide by twelve foot long and ten foot tall.

4. Minimum Structure Size. No living unit shall be erected having less than the following minimum finished square feet total, exclusive of any basement footage:

a. <u>HOUSE STYLE</u>	<u>MINIMUM FINISHED SQFT TOTAL</u>
b. One story rambler style	1300 square feet
c. Split level/split entry style	1500 square feet
d. Multi story style	1500 square feet
e. Two story style	1500 square feet

All square footage minimums shall be exclusive of breezeways, 3 season porches, porches, decks, terraces or patio or garages and basements. All exterior construction must be completed within twelve (12) months after commencing excavation of basement footage.

5. All living units shall be of new construction with at least a one-car attached garage. No car port or lean-to shall be constructed or maintained.
6. Commercial buildings or commercial activities are expressly prohibited.
7. All exterior construction and painting must be completed by the house contractor by the date of occupancy. Deviations for any reason must receive the prior written approval of the Declarant.
8. Mailboxes and posts shall be of standard design approved by the Postal Service and Declarant.
9. The Lot shall be sodded or seeded by the house contractor at least 30 feet from each side front and rear of the home by the date of occupancy or completion, weather permitting. If weather does not permit, then it shall be completed by the first June 15 after occupancy or completion. All site areas disturbed by the building process shall be sodded or seeded as described above. Remaining areas are to be sodded or seeded with a seed mix selected by the declarant and completed by the house contractor at his expense.
10. All construction of new Living Units and ancillary structures shall be by house contractors which have been approved in advance, by the Declarant.
11. The house contractor shall install and complete all exterior construction of the house including decks, walks, driveways as part of the construction process. The completion schedule for such items is the same as for sod or seeding as noted above.
12. Fences shall not be constructed without prior approval of Declarant, which shall have authority to prohibit any and all fences as it determines.
13. The Declarants shall have the right to restrict setbacks beyond the minimums established by Harrison County.

The initial setback requirements for buildings and structures in Russell Acres shall be as follows:

- a) The front yard setback shall be a minimum of Twenty-five feet (25')
- b) The side yard setback shall be a minimum of Ten feet (10')
- c) The rear setback shall be a minimum of Twenty-five feet (25')

- d) The minimum setback for any yard which abuts a highway or county road shall be Fifty feet (50')
14. No sign shall be placed on any lot or within the property without the express written consent of the Declarant, except the one "for sale" sign may be placed on any Lot by an owner or the Declarant. Builder identification signage also shall be allowed during construction and marketing of home on any lot as approved by the Declarant. The Declarant shall be allowed to erect up to two (2) subdivision marketing signs on Lots owned by the Declarant.
 15. No birds, animals or insects should be kept on any Lot excepts dogs, cats and other common household pets, provided that they are not kept, bred or maintained for any commercial purposes. All household pets must be kept on a leash when they leave the owner's lot.
 16. No profession or home industry shall be conducted in any living unit or on any lot without the specific written approval of the Declarant, in its direction, in each case, and particularly the effect on surrounding property may permit a lot to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered by the Declarant, to be compatible with the residential neighborhood. All home occupations also must receive the approval of Harrison County. Home offices which do not generate guests, clients or visitors shall not require approval.
 17. Nuisances: No clothesline or drying yards or pet control lines shall be permitted unless concealed by hedges or screening acceptable to the Declarant. No weeds, or other unsightly growths shall be permitted to grow or remain upon the Lot. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Firewood shall be stored only to the rear of the residence. In the event that an owner of any lot shall fail or refuse to keep such lot free from weeds, or refuse piles or other unsightly growths or objects, then the Declarant may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed as trespass. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. The wayside storage of an unlicensed or inoperable motor vehicle upon the premises shall also be considered a nuisance and is prohibited if such vehicle is so parked in excess of 7 days.
 18. No owner of any part of the property will do or permit to be done any act upon his property which is or may become illegal.
 19. Firearms shall not be discharged on any Lot or anywhere within Russell Acres.
 20. Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, outdoor cooking equipment, yard and garden tools and equipment and trash and garbage containers shall not be allowed unless effectively screened from view outside the lot. The design of any screening enclosures must be approved by the Declarant.

Household trash and garbage shall be regularly collected and may be kept outside only if in tightly covered containers. No boat, inoperable automobiles, snowmobiles, trailers, camping

- vehicles, tractors, trailers, or trucks in excess of 6,000 pounds gross weight shall at any time be stored or parked on any lot outside of the garage or on public streets within the property without the express written approval of the Declarant, which approval may be withheld without stated reason. This also applies to all vehicles parked outside for periods longer than one (1) week.
21. No permanent storage tanks of any kind shall be erected, placed or permitted on any lot, with the exception of underground water storage tanks which are part of the well and water system, which are permitted.
 22. No structure of temporary character, trailer, basement, tent, shack garage, barn other building shall be used on any lot at any time as a residence, either temporarily or permanently.
 23. All exterior lighting fixtures and standards shall be shown on submitted plans and shall comply with the overall lighting plan of the Declarant. All forms of exterior lighting shall be subject to the approval of the Declarant.
 24. Exterior ornaments, including but not limited to, precast concrete plastic or wood figurines, wishing wells and windmills shall be prohibited unless approved by the Declarant prior to installation or construction.
 25. Except with the prior written approval and authorization of the Declarant, no exterior television satellite dish or radio antenna of any sort shall be placed, allowed or maintained upon any portion of a lot or the improvements structures located thereon.
 26. Overnight lodging on a Lot is unacceptable without a complete living unit having been established upon said Lot, unless approved by Developer.
 27. Live trees with a trunk diameter of six inches or greater may only be removed with Declarant's approval.
 28. No windmills or solar farms are allowed on any lot. Small residential solar installations must be approved by Declarant if placed anywhere but the roof.

ARTICLE V OWNER'S DUTIES

1. Owners shall be charged with the responsibility for the installation and maintenance of minimum landscaping which shall be completed prior to occupancy, or thereafter with prior written approval of the Declarant, which shall include at least the sodding or seeding of the Lot 30 feet from each side, front and back of the home in accordance with Article II, (10), herein unless such plan is otherwise approved by the Declarant.
2. In order to preserve the uniform and high standard appearance of the property, each owner undertakes responsibility for maintenance and repair of the exterior of his living unit, private yard area and private driveway on the lot.

**ARTICLE VI
GENERAL PROVISIONS**

1. The covenants, restrictions, and easement of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Owners of any lot subject to this Declaration, or their respective legal representatives, heirs, successors and assigns. The easements set forth herein shall be perpetual. The covenants and restrictions herein set forth shall have a term of twenty (20) years from the date this Declaration is recorded, after which time, said covenants and restrictions may be renewed for successive periods ten (10) years or modified and extended for an additional term of ten (10) years by causing to be filed and recorded in the Recorder's office of Harrison County, Iowa, an instrument entitled "Declaration of Renewal of Covenants, Conditions, Restrictions, and Reservations of Russel Acres Subdivision," signed and acknowledged by an absolute majority of the then property owners of all lots as shown on the official records of Harrison County, Iowa, and reciting that an absolute majority of the property owners thereby declare their election to renew and extend the Declaration of Covenants, Conditions, Restrictions, and Reservations for an additional term of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Owners and thereafter by an instrument signed by not less than sixty-seven percent (67%) of the Owners. Any Amendment must be properly recorded.
2. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provision which shall remain in full force and effect.
3. Until the last lot is sold and conveyed to an Owner other than the Declarant, the following activities by Declarant will not be deemed violations of restrictions contained in this Declaration:
 - a) The use of lot or lots for model home and sales office purposes;
 - b) The storage of a construction trailer, equipment, materials and earth during the construction of new living units; and
 - c) The display of signs and advertising the property, or new living units and the maintenance of temporary fencing, walkways, landscaping and berming in the vicinity of model and sale units.
4. There exists a drainage ditch running along the center of the Russell Acres Subdivision. This drainage ditch shall not be excavated. Lot owners shall keep this portion of the drainage area free of debris and water flow obstructions.
5. Lot owners shall work with Harrison County Environmental Services and the Declarant to assure appropriate placement of well and private sewage disposal systems.
6. No mechanical or other type of repair work shall be performed on any vehicle, trailer, or other personal property outside of a structure on any Lot.
7. Lots 3 and 4 are along a flood zone. Lot owners are responsible for assuring Living Units, accessory structures, and personal property are not at risk of flooding and/or water damage.

8. Attention is called to the following easements as established by platting and to which all lots located within Russell Acres Subdivision are subject:
- a) An access easement that is 30 feet wide has been described in the plat for access to lots 3-5 from U.S. Highway 30. This will be kept free of obstruction, vehicles, fencing, structures, and debris. Maintenance cost of the driveway along the easement will be shared among lot owners 3,4, and 5. No maintenance cost will be incurred until a structure or home has begun construction. The cost will be split among houses that are established. After homes are built on lots 3,4, and 5 then maintenance cost will be split in three equal shares. The developer is not responsible for the maintenance or safety of the access easement. Lot 2 may use access easement if approved by developer and said user will incur an equal share of maintenance expenses.
 - b) Utility easements will be observed as shown on the plat. Access easement may be utilized as utility easement with approval from the developer.
 - c) Access easement must be kept free of trees and noxious weeds, this will be the responsibility of the owner of lot 4. Access easement users assume all liability during use and are advised to use caution when approaching U.S. Highway 30.
 - d) Motorcycle, UTV, ATV race-tracks / courses are not permitted.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this Declaration of Covenants, Conditions and Restrictions and Reservations this ____ day of _____, 2020.

– DECLARANT

BY: _____
Nathaniel Alvis,

BY: _____
Angela Alvis,

STATE OF IOWA, COUNTY OF HARRISON) ss:

On this ____ day of _____, 2020, before me the undersigned, a Notary Public in and for said State of Iowa, personally appeared Nathaniel Alvis and Angela Alvis, to me personally known, who, being by me duly sworn, acknowledged the execution of said instrument to be their voluntary act and deed.

Notary Public in and for the State of Iowa